

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 12 / 12 / 17

Date of meeting 12 / 20 / 17

(City Council meetings are held the 1st and 3rd Wednesday of each month.)

Name of Citizen, Organization, Elected Official, or Department Head making request:

Chief Coon, Sandpoint Police

Address: 1123 lake street, Sandpoint ID

Phone number and email address: ccoon@sandpointpd.com - 265-1482

Authorized by: Corey Coon

name of City official

City official's signature

(Department Heads, City Council members, and the Mayor are City officials.)

Subject: Complus Data innovations

Summary of what is being requested: Request City Council approval the contract with

Complus Data Innovations, INC. This will fill the need for our parking ticket management systems.

The following information MUST be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city? ☒ ☐
Yes or No

If yes, in what way? Complus Data innovations would collect a percentage of the revenue.

Percentage of revenue collected is 27%. Warning fee, DMV fees,

2. Name(s) of any individual(s) or group(s) that will be
directly affected by this action:

Have they been contacted?
Yes or No

3. Is there a need for a general public information or public involvement plan? **Yes or No**

If yes, please specify and suggest a method to accomplish the plan: ☐ ☒

4. Is an enforcement plan needed? **Yes or No** ☐ ☒ Additional funds needed? **Yes or No** ☐ ☒

5. Have all the affected departments been informed about this agenda item? **Yes or No** ☒ ☐

This form must be submitted no later than 5 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM



CITY OF SANDPOINT AGENDA REPORT

DATE: 12/12/2017

TO: MAYOR AND CITY COUNCIL

FROM: Chief Corey Coon

SUBJECT: Complus Data Innovations
Parking management software

DESCRIPTION/BACKGROUND:

The City of Sandpoint has taken on the responsibilities of monitoring and enforcing parking concerns, we have been diligently researching several parking enforcement companies and their software which would aid us with our new challenges. At the conclusion, we believe Complus Data Innovations fits the City of Sandpoint needs and will also be the best benefit.

Complus Data Innovations, Inc. provides parking enforcement software, services, and solutions to municipalities, colleges, universities, and airports. It offers FastTrack software which is an online parking ticket software solution that tracks violations over the entire life cycle of a parking citation. The company also provides ticket equipment, including handheld ticket writers and parking enforcement equipment; citation management hardware, such as parking enforcement data security, backup, disaster recovery, violation management computer hardware, and parking ticket writers and printers; and citation collection, DMV search and DMV lookup, support, training, equipment support, and public private parking services. Complus data innovations, Inc was founded in 1986 and is based in Tarrytown, New York.

Complus data innovations specialize in outsourcing parking needs. They are classified as a full service on-line program for ticket collections. There is no capital expenditures for hardware, software, handheld computer ticket printers, online cashiering terminals and automated bar code payment systems. Complus provides all of these at no cost. The majorities of Complus fees are based on a percentage of monies collected.

The following items are provided by Complus;

- Handheld ticket writers
- Enforcement software
- Ticket processing
- Delinquent noticing
- Collections
- Permitting
- Web-based
- Payments

Our goal was to find a user friendly web based parking software company that would allow customers to take care of their parking needs on line. We also had the goal to limit the amount of time the Community Resource Officers (CRO's) would spend in the office processing parking tickets, uploading data, sending delinquent notices and collecting payments. This program will allow us to reach those goal.

ACTION: Approve the contract between Complus Data Innovations and the City of Sandpoint.

WILL THERE BE ANY FINANCIAL IMPACT? Yes

Description Fee

- Complus request 27% of fee Collected
- Warning Tickets: In the event we issue warning tickets, COMPLUS will bill us \$1.45 for each issued warning ticket issued.
- DMV Fees: DMV Fees are paid for by COMPLUS. However, COMPLUS reserves the right to pass along to CLIENT, and CLIENT agrees to pay COMPLUS, any increases charged by the various DMV agencies to provide registered owner's names and addresses after the first (1st) year of this Agreement.
- Purchase of two cell phones

Long term cost

- City is responsible for purchasing two cell phones long with data plans
- City is responsible for maintenance and repairs on equipment
- Contract is for 3 year

HAS THIS ITEM BEEN BUDGETED? Yes

- In FY17/18 we budgeted \$18,000 for this project. After purchasing some basic equipment for CRO's we will still come in under budget.

ATTACHMENTS:

- Contract between City of Sandpoint and Complus
- Parking ticket management proposal

Corey L. Coon
Chief of Police





Parking Ticket Management System

for

City of Sandpoint, ID

Submitted by:
Complus Data Innovations, Inc.
120 White Plains Road
Tarrytown, NY 10591
914-747-1200





November 10, 2017

City of Sandpoint
1123 Lake Street
Sandpoint, IN 83864

Chief Coon,

On behalf of Complus Data Innovations, Inc. (Complus), I am very pleased to present our proposal to the City of Sandpoint for Parking Ticket Management System. We are certain that our software and services will provide the type of comprehensive parking ticket management solution that will exceed Sandpoint's needs.

As specialists in operating parking ticket processing and collection systems, we believe that our unique and focused expertise will be an asset to in cash management, data entry & processing, management information systems, and report generation.

The services provided by Complus will comply with all applicable federal, state and local laws, rules, regulations, ordinances and statutes. This proposal is valid for ninety (90) days from November 10, 2017.

On behalf of our staff of professionals, we thank you for this opportunity to submit our qualifications. Please do not hesitate to call should you have any questions or require any additional information.

Sincerely,

Bob Ruybal
Director of Business Development
Complus Data Innovations, Inc.
120 White Plains Road
Tarrytown, NY 10591
bobr@complusdata.com
800-331-8802

Executive Summary

Since the company's inception, Complus Data Innovations, Inc. (Complus) has specialized in ticket management tools and services. To best serve each individual client, our services are tailored **so no two solutions are exactly the same** and we are constantly evolving to meet clients' changing needs. Highlights of the Complus solution include:



Our management software, **FastTrack™**, automates processes and streamlines all aspects of the ticket life cycle. To drive the collection process, we leverage our delinquent noticing expertise with direct DMV interfaces for registered owner information. Complus provides automated standard reports which are designed to monitor operational efficiency and productivity.



Complus offers cutting edge handheld units with real-time upload and custom programming features. Our proprietary handheld enforcement programming has been developed and customized according to client requests – all offered features are specifically designed to enhance citation issuance and improve enforcement. Finally, we integrate and partner with multiple industry leading vendors so clients can add services that best meet your enforcement needs and add convenience for parking customers.



Superior client service is the foundation of the Complus solution. Our team is committed to providing innovative solutions, critical information, and reliable support. Our hands-on approach will ensure that your staff and enforcement officers learn directly from Complus service experts throughout the life of the contract. Users will have the knowledge and ongoing support necessary to take full advantage of the processing and enforcement tools provided with the Complus solution.

Scope of Services

Client Support Services

Exceptional service is our top priority and our dedicated team of parking professionals is readily available to assist in reaching your parking management goals. You will have access to a network of support specialists that work together to ensure your needs are met. The Complus service network includes:

- **Client Service Managers (CSMs)** – Your primary point of contact, CSMs are cross trained to ensure account assistance is always available in a timely and professional manner.
- **IT Technicians** – Also known as the “Help Desk”, these support specialists are trained to diagnose and effectively resolve all technical issues.
- **Client Support Department (CSD)** - Efficient, courteous, and detail oriented, members of the CSD handle all back office and violator processing services.
- **Operation Associates** – Integral to “behind the scenes” support, operation responsibilities include acting as liaisons for DMV communications, overseeing automated services, and providing reporting expertise.
- **Executive Leadership** – Complus executives are always on hand to lend expertise and higher level direction when needed.

We offer multiple means of support to resolve issues and answer questions in the most effective and timely manner possible. Options include:

- **Call Support** – Your employees will have access to live client service assistance between the hours of 8:30 AM and 5:00 PM, Monday through Friday, Eastern Time, with afterhours emergency support for critical technical issues.



- **Go to Assist** – An invaluable live troubleshooting tool, this application allows our service professionals to remotely see actual error messages, and guide users step by step through problem resolution.



- **Client Visits** – Complus professionals are available for onsite service reviews and recommendations, ongoing training, and advanced problem resolution.

Training

Complus team members provide all necessary training for user success on both the **FastTrack™** system and the handheld ticket writers. We maximize all available technology to ensure our clients have all the training they desire in a timely manner.

Complus will provide training at no additional charge throughout the term of the contract. Onsite training includes a combination of classroom based preparation for all users and “in the field” sessions for handheld operators. We supply all users with training manuals - manual updates are provided as new enhancements are released.

Customer Inquiries

Service is the core of the Complus business model and we offer public resources to answer questions regarding how to use online services and trouble shoot ticket issues.

- **Webmaster** - an online customer service tool where customers email technical support questions related to the online payment or appeal of a ticket to the Webmaster, and Complus team members respond within two business days.
- **IVR Payment Line** - customers can access recorded information regarding payment instructions, contesting tickets, and other unique client information. Information can be accessed in English or Spanish.

FastTrack™ Management Software

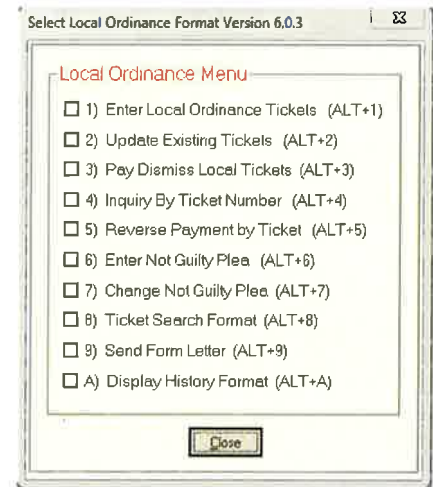
The “hub” of Complus software functions, the **FastTrack™** program is comprised of several modules that target specific stages in the ticket life cycle. Every processing action is recorded and stored within this one centralized database - users can easily retrieve ticket information, cross-reference data, and monitor enforcement statistics.



- **Ticket Management:** The core of **FastTrack™**, this module provides a database for entering, tracking, and storing all parking tickets. Features include an automated fine escalation, audit functions, real-time processing, detailed transaction history, and multiple query options. Users can view pictures, correspondence, and ticket images.

- **Ordinance Program:** The **FastTrack™** Ordinance Module assists with processing ordinance tickets. Ordinance types are defined by the unique needs of each client. Tickets are scanned, entered, stored, and tracked within the **FastTrack™** system. The module allows users to perform a number of processing functions, including :

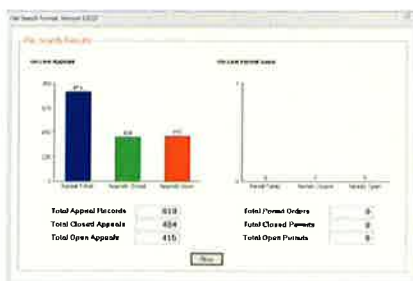
- update ticket information
- enter/modify appeal information
- manage payments
- send correspondence



- **Appeal Management:** The appeal module offers the ability to enter and track requests to appeal tickets. Users and hearing officers will be able to access copies of the ticket along with handheld images of the violation, attached PDF documents, and officer notes (public and private) added at the time of issuance to assist with appeal decisions. Users can record hearing date information, print this schedule, and use it as the court docket. Letters notifying appellants that their appeal has been received can be generated directly from the appeal module.

Online Appeals

Complus clients can offer online appeals via the Complus hosted website, ParkingTicketPayment.com. Appeals filed online are automatically placed on hold pending review.



Clients have access to manage the overall process, review individual cases, and enter dispositions that are relevant to any of the appeals that are filed. Violators can attach scanned documents, digital images, or other electronic items to their appeal file.

- **Correspondence:** Working together, we will design all required correspondence that meet your specific needs. Users can print several preformatted letters directly from **FastTrack™** with the ability to add free-form comments when needed.
- **Reporting Functions:** Complus reporting features are invaluable monitoring and analysis tools and yield important data for evaluating parking performance. Reports are compiled in several forms, according to client needs, so they have access to the most comprehensive information possible. Reporting functions include **FastTrack™** dashboard reports, auto-generated standard reports, and handheld reports.
- **Permit Program:** The **FastTrack™** Permit Program streamlines all permitting and ticket management services under a single system. By cross referencing the parking ticket database in the Complus **FastTrack™** system, clients can restrict a permit/decal sale to an individual until all tickets are paid in full. Permits are issued according to client defined criteria and the system automatically generates a wait list once a specified “max count” is reached. Clients can take advantage of Complus’ in-house printing services to mail notification of permit renewals. To alleviate the burden of preparing physical permits, Complus offers optional permit fulfillment services for additional fees.

Online Permits

Using the **BuyMyPermit.com** website, permit customers can purchase or renew their permits without having to visit a physical facility. Along with basic authorization functions, permit purchasers can be prompted to resolve all outstanding parking debt owed prior to issuing a permit. Customers may also upload supporting documentation with their online permit application.



- **Boot and Tow Program:** The boot and tow module of **FastTrack™** is designed to help manage vehicle immobilization activity associated with outstanding parking violations. With the ability to maintain authorized tow companies, lot locations, boot inventory, and associated fees, the Complus Boot and Tow program provides the tools necessary to effectively manage the process from end to end, including vehicle release authorization and tracking.



Industry Best Collection Practices

Registered Owner Name Retrievals

Outstanding customer service, easy to use and technologically advanced software, customized noticing, web-based payments, ongoing support, and management consultation services are all important features of the Complus program. **However, there is no single part of the Parking Ticket Management process that is as important to the ultimate successful disposition of each ticket as direct source registered owner retrievals.** This is the reason why registered owner retrieval information should come directly from each state's governmental agency that handles vehicle registrations (no matter how many or how few tickets were issued to a vehicle) and should be a mandatory part of the process.

Noticing

Complus specializes in generating and mailing delinquent notices - we have advanced and perfected these services over the last 31 years. Fully integrated with the **FastTrack™** system and never outsourced, all noticing functions are executed **in-house** - Complus retains complete control and accountability over every aspect of the noticing process.

- To ensure **timely delivery**, all notices are run and brought to the Post Office for delivery on the same business day.
- Notices are **automatically generated**, requiring *no initiation* by our clients.
- Complus mails notices based on **client defined schedules**.
- Before each notice mailing, addresses supplied by the DMVs are **validated and updated** against the USPS National Change of Address database to ensure we are using the most current information available.
- To ensure accuracy prior to mailing, each batch of notices is **personally reviewed** and approved by your dedicated Client Service Manager.



The image shows a sample 'PARKING VIOLATION NOTICE' form. It includes fields for 'Vehicle ID', 'Plate Number', 'Driver Name', 'Address', 'City', 'State', 'Zip', 'Phone', and 'Email'. There is a section for 'Payment Information' with fields for 'Amount Due', 'Due Date', and 'Payment Method'. The form also contains a table for 'Violation Details' with columns for 'Date', 'Time', 'Location', 'Type', 'Amount', and 'Status'. At the bottom, there is a section for 'Payment Instructions' and a footer with the website 'www.parkingticketpayment.com' and the phone number '1 (800) 449-2000'.

Payment Processing

Complus offers an integrated payment processing and tracking system with several convenient payment options. Along with traditional payments (paid in full), **FastTrack™** and our reporting functions support additional payments such as partial, skeletal (ticket information not yet entered in the system) and overpayments. Features of the Complus payment processing system include:

Window Cashiering

Complus' on-line cashiering program allows clients to process all walk-in payments on-site. The system notifies the cashier if checks are not accepted for payment on specific accounts, license plates, or individuals.



Web/Phone Ticket Payments

Complus hosts a secure solution to accept real-time in-full ticket payments online or by phone. The entire service is completely integrated with the **FastTrack™** system and is both PCI compliant and secured with the latest encryption technology.

Reporting and Auditing Functions

Through our auditing and reporting capabilities, Complus provides total transparency for managing payments.

- Detailed daily reconciliation reports with a number of sorts available including: drawer, operator, receipt number, and ticket number.
- Monthly accounts receivable report for tickets paid, unpaid, and partially paid.
- **FastTrack™** contains a built-in accounting audit trail for all cashier payments and adjustment transactions.

Reporting Features

Complus reporting features are invaluable monitoring and analysis tools and yield important data for evaluating parking performance. Reports are compiled in several forms so clients have access to the most comprehensive information possible and can be exported for additional analysis.

***FastTrack™* Reports**

Authorized users can access citation issuance and revenue dashboard reports directly through the ***FastTrack™*** program. Designed for quick and easy access, these standard reports use graph and figures to provide summary and comparison information “at a glance”.



Auto-Generated Reports

Complus provides several standard reports on a predetermined monthly, weekly, or daily schedule. An important citation management tool, these reports assist in tracking payments, noticing, permits, appeals, etc., and facilitate improved efficiency and revenue. Initial report templates are created specific to your individual needs. These reports are then produced at scheduled intervals and emailed directly to the appropriate staff member.

Handheld Reporting Utility

This reporting utility can assist with monitoring citation issuance and enforcement operations analysis. Reports help chart issuance patterns relevant to date, location, officer, and violation; assist supervisors in monitoring individual officer use of time and behavior; and provide an overall picture of citation issuance for revenue and policy analysis.

Handheld Programming and Unit

Working with leading handheld hardware vendors, Complus prides itself on providing industry-leading, handheld ticket writing technology. After careful consideration of your needs and evaluation of the individual features of each unit in our handheld fleet, we propose the **Two Technologies N5 Scan Unit** for use in your enforcement program.

The newest in ruggedized, **one-piece technology**, features include:

- **Integrated Cell and Wi-Fi connectivity** for real-time ticket upload and connection with meter and pay-by-cell vendors
- **Integrated bar code scanner** for improved scanning ability
- **High-resolution** color photo camera
- **Hot swap batteries** for extended battery life
- **Shock Resistant**: capable of withstanding multiple drops
- **Able to withstand harsh weather conditions**
- **Ability to print machine readable bar coded ticket numbers** on issued ticket for faster processing



*As with all our handheld units, handheld peripherals such as batteries, car chargers, charger cradles, cases, screen protectors, and styluses are included at **no additional cost**.*



Maintenance

For the life of the contract, maintenance, repair, and replacement of the handheld equipment will be the responsibility of Complus for normal wear and tear. This includes handhelds, printers, batteries, chargers, and cables.



36 Month Technology Upgrade Policy

As part of our handheld enforcement program, Complus ensures clients are using the latest in ticket writing technology with **our unprecedented 36 month technology upgrade policy**. With each successive 3 year contract renewal, clients may replace existing Complus enforcement equipment for new



units at **no additional cost.**

Ticket Issuance and Enforcement Programming

In order to maximize ticket issuance efficiency, our units offer special features that allow officers to enter tickets quickly while in the field. Programming features include:

- Drop down menus for all fields where users can choose from client determined preset options.
- Auto-fill option where the software will automatically populate suggested information based on previous tickets.
- Location “zone” option where the locations presented in the drop down menu are specific to the zone chosen by the user.
- “Quick Ticket” feature which limits the amount of information needed to issue tickets for specific violations.

Our handheld software also offers unique capabilities for better tracking and improved overall enforcement. These include:

Function	Benefit
Electronically chalk tires for timed parking zones	A more efficient method for recording and managing timed parking without defacing customer vehicles.
Automatic “ grace ” period for pay station time expiration	Reduces the number of frivolous appeals due to minor timed parking infractions.
Enforcement list functions (E.g. Boot/Tow, Plate Permit, Do Not Ticket, etc.)	Notifies officer if plate is eligible for ticketing or other City-defined enforcement measure.
Multiple integrations available on the same unit	Creates a more specialized tool for client specific needs.
Image printing on the physical ticket	Helps preserve the chain of evidence in ticket disputes.
Public and private custom notes	Notes printed on tickets allow for communication directly with violators. Private notes are used to for internal communication.
Make notes regarding needed meter and signage repairs	Improves meter and sign maintenance for increased revenue and an improved customer experience.

Laptop Enforcement Application - QuickTick



As an alternative for automated ticket issuance or to replace handwritten book tickets, Complus offers **QuickTick**, our Laptop Enforcement Application. The software will be installed on an in-vehicle laptop to issue tickets from the convenience of an enforcement vehicle. This is particularly useful for municipalities that already own the laptops and do not want to further invest in handheld units or require officers to carry additional equipment. The application can print to select in-vehicle printers, or new printers can be provided for additional cost.

Software Feature	QuickTick	Handheld Enforcement Software
Has Sign-in Screen for Security Purposes	Y	Y
Drop Down Menus for Faster Entry	Y	Y
Issue Tickets from a Single Screen	Y	Y
Real-time Upload Capability to FastTrack™	Y	Y
Compares Vehicle Information against Scofflaw, Permit, and VIP Lists for Client-Defined Enforcement Procedures	Y	Y
Integrations with Pay-by-Cell and Meter Vendors	N	Y
Electronic Chalking Functions	N	Y
Captures Images of the Violation	N	Y

Enhanced Back Office Processing Services

In addition to the **FastTrack**™ management modules and services previously discussed, we also offer several optional back office processing services for nominal, supplementary fees. Each is designed to help alleviate strains on the parking office and allow your employees to focus on other responsibilities.

Data Entry

As an optional service, Complus can enter all handwritten tickets on behalf of our clients. Tickets will be inputted within 48 hours of receipt and entries are reviewed to ensure accuracy.

Lockbox and Mail-in Payment Processing

Complus will process all mail-in payments using client defined procedures. Features of this service include:

- Collection of mailed parking ticket payments at a designated post office box (excluding weekends and holidays).
- Payments are entered and processed, including opening all mail received, verifying payment amounts, updating database/computer records, and making daily bank deposits.
- A report of each day's receipts is prepared and transmitted on the following day.
- Complus retains images of all processed check payments.

Appeal Processing

To further reduce the burden on municipal resources, Complus staff can provide additional appeal processing.

Customer Call Center

In order to assist the public directly with ticket questions, ticket recipients can have access to live customer service assistance via a nationwide, toll free number. Our representatives will follow a strict call script, approved by the client.

Permit Fulfillment Services

To alleviate the burden of preparing physical permits, Complus offers optional permit fulfillment services. Stickers and hangtags are printed and mailed by Complus staff on a pre-determined schedule defined by the client.



References

We encourage Sandpoint to contact the following references to learn more about the benefits of working with Complus.

Client	Contact Information	Complus Services
City of New Albany, IN	Mindy Milburn (812) 948-5336 mmilburn@cityofnewalbany.com	<ul style="list-style-type: none">• FastTrack™ software• Handheld ticket writers with proprietary enforcement programming• IVR and Web-based payments• Online appeals• Delinquent Noticing• Nationwide DMV lookups• Webmaster• Help Desk and Client Services
City of Valparaiso, IN	Dawn McCullough Parking Clerk (219) 462-2135 mbrickner@valpopd.com	<ul style="list-style-type: none">• FastTrack™ software• Handheld ticket writers with proprietary enforcement programming• IVR and Web-based payments• Delinquent Noticing• Nationwide DMV lookups• Webmaster• Help Desk and Client Services
City of Sault Ste. Marie, MI	Natashia Dewey Parking Enforcement Senior Clerk (906) 632-5746 ndewey@saultcity.com	<ul style="list-style-type: none">• FastTrack™ software• Handheld ticket writers with proprietary enforcement programming• IVR and Web-based payments• Delinquent Noticing• Nationwide DMV lookups• Webmaster• Help Desk and Client Services
City of Muskegon, MI	Julie Parisian P.D. Parking Enforcement (231) 724-4485 julie.parisian@shorlinecity.com	<ul style="list-style-type: none">• FastTrack™ software• Handheld ticket writers with proprietary enforcement programming• IVR and Web-based payments• Delinquent Noticing• Nationwide DMV lookups• Webmaster• Help Desk and Client Services



Pricing

Complus is pleased to offer our parking management services, software, and hardware for the following packages and fees. ***There are no upfront costs, no data conversion costs, and no installation costs with our proposed solution !***

Deliverables	Silver Package*	Gold Package	Platinum Package
• FastTrack access for Parking Management	+ (1 license)	+ (2 licenses)	+ (2 licenses)
• Hosted web portals for ticket payment and online appeals	+	+	+
• DMV Lookups and Noticing	+	+	+
• Unlimited Training	+	+	+
• Two (2) Laptop Issuance Software Licenses		+	+
• One (1) Crystal Reports License		+	+
• Two (2) 2Technologies N5 Scan handheld ticket writers with peripherals			+
Fees	22% of revenue collected	25% of revenue collected	27% of revenue collected

*Handheld lease option available

Additional Pricing Terms:

- Postage, handheld ticket stock, and data plans are be reimbursable to Complus.
- Payees of the parking ticket payment website are subject to a \$3.50 per ticket convenience fee.

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: FASTTRACK SERVICES AGREEMENT WITH COMPLUS DATA INNOVATIONS, INC. FOR PARKING MANAGEMENT SYSTEMS

WHEREAS: Included within the current fiscal year's budget is parking enforcement and parking ticket management systems for the Sandpoint Police Department;

WHEREAS: Complus Data Innovations provides software, equipment, technical support and training for the City's parking management system in order for the City's Community Resource Officers to be more efficient when processing parking tickets, sending delinquent notices and collecting payments;

WHEREAS: Complus Data Innovations will collect 27% of the revenue collected, will bill the City \$1.45 for each warning ticket issued and will bill the City for any increases charged by DMV agencies to provide registered owner's information after the first year of the agreement; and

WHEREAS: The Police Chief recommends entering into an agreement with Complus Data Innovations for parking enforcement and parking ticket management systems.

NOW, THEREFORE, BE IT RESOLVED THAT: The Mayor is authorized, on behalf of the City, to execute the FastTrack Services Agreement with Complus Data Innovations, Inc, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

Shelby Rognstad, Mayor

ATTEST:

Maree Peck, City Clerk

City Council Members:

YES NO ABSTAIN ABSENT

1. Eddy
2. Aitken
3. Williamson
4. Camp
5. Ruehle
6. Snedden

AGREEMENT BY AND BETWEEN
Sandpoint, ID (CLIENT)
AND
COMPLUS DATA INNOVATIONS, INC. (COMPLUS)

FASTTRACK™ SERVICES AGREEMENT

This **FastTrack™ Services Agreement** (this "Agreement") is made and entered into by and between Complus Data Innovations, Inc. ("COMPLUS"), with offices at 120 White Plains Road , Tarrytown, New York 10591, and Sandpoint, ID ("CLIENT"), with offices at 1123 Lake Street, Sandpoint, ID 83864.

RECITALS

WHEREAS, COMPLUS is the developer and provider of the **FastTrack™** Parking Ticket Management System, a password-protected software application for the processing of parking tickets and permit payments that COMPLUS makes available for client use through a network connection ("**FastTrack™**");

- WHEREAS, COMPLUS is a provider of certain Equipment related to parking ticket processing;
- WHEREAS, COMPLUS is the developer and provider of certain Software related to the Equipment; and
- WHEREAS, CLIENT desires to access and use **FastTrack™** and use the Equipment and related Software.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Access Rights to **FastTrack™**.

- (a) Subject to and conditioned on CLIENT's compliance with the terms and conditions of this Agreement, COMPLUS hereby authorizes CLIENT to access and use **FastTrack™** through the Client Portal during the Term, solely in connection with CLIENT's business. **FastTrack™** is authorized for use and is not sold to CLIENT. CLIENT acknowledges that **FastTrack™** is the sole property of COMPLUS and that nothing in this Agreement grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to **FastTrack™**, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to **FastTrack™** are and will remain with COMPLUS, including any changes, modifications or enhancements to **FastTrack™** that are requested by CLIENT during the Term.



- (b) COMPLUS shall use commercially reasonable efforts to provide CLIENT the services described on Schedule I of this Agreement in accordance with the terms and conditions hereof, including services related to hosting, managing, operating, maintaining and making **FastTrack™** available to CLIENT for remote electronic access and use by CLIENT. COMPLUS will provide CLIENT with remote access to **FastTrack™** through CLIENT's network connection to a specific Citrix-based portal (the "Client Portal"). The Client Portal may only be installed on a limited number of authorized machines as indicated on Schedule I of this Agreement ("Authorized Machines"). COMPLUS shall use commercially reasonable efforts to provide access to **FastTrack™** 23 1/2 hours per day, seven days a week. Notwithstanding the foregoing, **FastTrack™** will be unavailable daily from 2:00 a.m. until 2:30 a.m. Eastern Time due to daily maintenance. COMPLUS will not be responsible for any downtime arising in connection with the Internet service providers, utilities companies and/or CLIENT's internal network.
- (c) Use of the Client Portal is subject to the terms of this Agreement. Access to the Client Portal is for the sole purpose of providing CLIENT access to **FastTrack™**. Within the Client Portal, CLIENT may create user specific accounts ("User Accounts") for the individuals authorized by CLIENT to use **FastTrack™** through the Client Portal ("Authorized Users"). The number of Authorized Users that may access **FastTrack™** through the Client Portal at any one time shall be limited to the specific number of licensed **FastTrack™** sessions set forth on Schedule I of this Agreement ("Sessions").
- (d) CLIENT shall (i) be responsible for creating and managing User Accounts for the Authorized Users, (ii) be responsible for ensuring that all Authorized Users comply with the terms and conditions of this Agreement, (iii) be responsible for the accuracy, quality and legality of Client Data and the means by which CLIENT acquires Client Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Client Portal or **FastTrack™**, and notify COMPLUS promptly of any such unauthorized access or use and (v) use **FastTrack™** only in accordance with the terms of this Agreement and all applicable laws and government regulations.

2. Equipment and Software.

- (a) COMPLUS will provide to CLIENT all handhelds, phones or printers and other equipment (collectively, the "Equipment") and the associated pre-installed COMPLUS proprietary ticket issuance software ("Software"), each as listed on Schedule I of this Agreement. Subject to and conditioned on CLIENT's compliance with the terms and conditions of this Agreement, COMPLUS hereby grants CLIENT a limited license to use the Software during the Term, solely in connection with CLIENT's use of the Equipment and **FastTrack™** and solely in connection with CLIENT's business. CLIENT acknowledges that the Equipment and the Software are the sole property of COMPLUS and that nothing in this Agreement grants any right, title or interest in or to (except for the limited license granted in this Section 2(a)) any intellectual property rights in or relating to the Equipment or the Software, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Equipment and the Software are and will remain with COMPLUS, including any changes, modifications or enhancements to the Equipment or the Software that are requested by CLIENT during the Term.



- (b) Upon receipt, CLIENT shall promptly acknowledge, on the form attached as ExhibitA, receipt of all such Equipment and Software and that such Equipment and Software are in good working order. CLIENT acknowledges that the Equipment and the Software are the property of COMPLUS, and CLIENT agrees to exercise reasonable care of the Equipment and the Software while such Equipment and Software are in CLIENT's possession.
- (c) COMPLUS will be responsible for the maintenance and repairs of the Equipment resulting from normal use. Repairs, which in the reasonable opinion of COMPLUS are required as a result of an accident, neglect or misuse of the Equipment (including, without limitation, a repair arising from or in connection with the use by CLIENT of software other than the Software provided by COMPLUS and/or use of the Equipment by CLIENT other than in connection with **FastTrack™**) shall be made at the sole expense of CLIENT. All costs and expenses related to the repair or replacement of the Equipment that is required as the result of an accident, neglect or misuse will be billed to CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of the Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.
- (d) CLIENT shall (i) be responsible for ensuring that all CLIENT users of the Equipment and the Software comply with the terms and conditions of this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and the means by which CLIENT acquires Client Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Equipment and the Software, and notify COMPLUS promptly of any such unauthorized access or use and (iv) use the Equipment and the Software only in accordance with the terms of this Agreement and all applicable laws and government regulations.

3. Authorization Limitations and Restrictions. CLIENT shall not, and shall not permit any other person to, access or use **FastTrack™**, the Equipment or the Software except as expressly permitted by this Agreement. All rights not expressly authorized or granted to CLIENT by this Agreement are reserved for COMPLUS. For purposes of clarity and without limiting the generality of the foregoing, CLIENT shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of **FastTrack™** or the Software;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available **FastTrack™** or the Software to any person, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of **FastTrack™** or the Software, in whole or in part;
- (d) bypass or breach any security device or protection used by **FastTrack™** or the Software or access or use **FastTrack™** other than by an Authorized User through the use of his or her own then valid User Account;
- (e) input, upload, transmit or otherwise provide to or through **FastTrack™** or the Software, any information or materials that are unlawful or injurious or contain, transmit or activate any harmful code;



- (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner **FastTrack™**, the Software or COMPLUS' provision of services to any third party, in whole or in part;
- (g) remove, delete, alter or obscure any trademarks, specifications, documentation, EULA, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from **FastTrack™**, the Equipment or the Software;
- (h) access or use **FastTrack™**, the Equipment or the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other COMPLUS client) or that violates any applicable law;
- (i) access or use **FastTrack™** or the Software for purposes of competitive analysis of **FastTrack™** or the Software, the development, provision or use of a competing software service or product or any other purpose that is to COMPLUS' detriment or commercial disadvantage; or
- (j) otherwise access or use **FastTrack™**, the Equipment or the Software beyond the scope of the authorization granted under [this](#) Agreement.

4. Equipment Repairs; Software Modifications. Repairs to the Equipment or re-installation and/or modification of the Software, which are required as a result of changes, modifications or enhancements made by or on behalf of CLIENT, shall be made at the sole expense of CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of such Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.

5. Additional Services. Additional services requested by CLIENT that are not described in this Agreement must be submitted in writing by CLIENT to COMPLUS. COMPLUS will prepare a statement of work along with a detailed cost estimate to be approved in writing by CLIENT prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional Equipment, installation of additional Sessions, CLIENT requested changes, modifications or enhancement to FastTrack™ or the Software or changes, modifications or enhancements and/or relocation of the Equipment or the Client Portal.

6. Exclusive Provider; Responsibilities. CLIENT will use COMPLUS as its exclusive provider for the processing of parking tickets. CLIENT will be responsible for (i) the entry of all handwritten parking tickets into the Client Portal, unless otherwise set forth on Schedule I of this Agreement, (ii) all other non-processing functions related to parking tickets, including the updating and disposition of parking tickets and (iii) the accuracy of the information and Client Data related to such tickets. For the avoidance of doubt, COMPLUS shall not be responsible or liable for the validity or accuracy of any Client Data or information provided to COMPLUS by CLIENT, including, without limitation, the information on the parking tickets.



7. Compliance with Laws and Regulations COMPLUS agrees to maintain **FastTrack™** to conform in all material respects to all federal, state and local laws and regulations. COMPLUS shall use commercially reasonable efforts to perform nightly tape backups and to mirror its data center off-site for disaster recovery purposes.

8. Reporting.

- (a) COMPLUS will use commercially reasonable efforts to furnish CLIENT with or provide CLIENT access to digital copies of the following reports on a monthly basis:
 - Aging of Account Receivables;
 - Officer and PEO Performance Reports;
 - Detail of Outstanding Tickets;
 - Year to Date Paid Summary Report.
- (b) To the extent CLIENT desires additional reporting beyond the reports described in Section 8(a), CLIENT must submit a written request to COMPLUS describing CLIENT's additional reporting needs. COMPLUS will use good faith efforts to evaluate such request and, if applicable, will prepare a statement of work that will include what reporting/report(s) may be provided by COMPLUS, a cost estimate for any work required to create or implement such reporting/report(s) and an estimated schedule to perform such work. CLIENT must approve each such statement of work in writing prior to any work commencing to create or implement such reporting/report(s).
- (c) If requested by CLIENT, COMPLUS will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of Idaho plates and out-of-state plates (to the extent allowed by each state's DMV) to the last known registered owner(s). CLIENT will be responsible for postage of such notices. COMPLUS shall prepare and CLIENT shall approve any and all language contained in such notices. State agency approval will also be obtained where applicable. Such notices shall comply with state rules and regulations in all material respects.

9. Training; Support. Throughout the Term, COMPLUS will provide training at CLIENT's offices for **FastTrack™**, the Equipment and the Software. COMPLUS will provide reference manuals describing the features and operations of **FastTrack™**, the Equipment and the Software. COMPLUS will provide updates to the system as they become available. Throughout the Term, COMPLUS will provide support assistance from field supervisors and by telephone at no charge to CLIENT during the hours of 8:30 a.m. to 5:00 p.m. (Eastern Time) Monday through Friday (with the exception of all state and nationally recognized holidays).

10. Indemnity.

Except as prohibited under Idaho law,

- (a) CLIENT agrees to indemnify, defend and hold harmless COMPLUS, its officers, agents and employees,



from any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against COMPLUS by third parties in any way related to COMPLUS' service and/or this Agreement, except where said claims, controversies or lawsuits are the result of the gross negligence or willful misconduct on the part of COMPLUS. This provision shall survive the termination of this Agreement.

- (b) COMPLUS agrees to indemnify, defend and hold harmless CLIENT, its officers, agents and employees from any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against CLIENT by third parties in any way related to COMPLUS' gross negligence or willful misconduct in the performance of its services under this Agreement. This provision shall survive the termination of this Agreement.

11. Fees. CLIENT agrees to the fee schedule set forth on Schedule II of this Agreement, for the use of **FastTrack™**, the Equipment and the Software. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.

12. Payment Processing. COMPLUS uses Parking Ticket Payment, LLC for all online credit card processing. Parking Ticket Payment, LLC is a Level 1 Service Provider solely dedicated to providing a method to collect online payments for all of COMPLUS' clients. COMPLUS shall not be responsible or liable for the security of cardholder data that is processed and transmitted through the Parking Ticket Payment, LLC web sites on CLIENT's behalf and for maintaining all applicable PCI DSS requirements.

13. Term. This Agreement will remain in effect for a period of three (3) years from the date on which COMPLUS signs this Agreement (such date, the "Effective Date", and such three (3) year term, the "Initial Term"). On the third (3rd) anniversary of the Effective Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one (1) year period upon the same terms and conditions (the "Renewal Term") (the Initial Term and each Renewal Term collectively, the "Term"). If either CLIENT or COMPLUS does not wish for any such renewal, such party must notify the other party in writing of its intention not to renew this Agreement no later than ninety (90) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date. In the event of termination, CLIENT will return to COMPLUS within ten (10) days of the termination of this Agreement all Equipment, peripherals, manuals and all other materials provided to CLIENT by COMPLUS, all of which shall be returned to COMPLUS in good working order. In the event of termination, and provided that there are no outstanding invoices and CLIENT has returned all equipment in good working order, CLIENT will be provided with, at no cost, a computer database containing parking ticket information compiled for CLIENT by COMPLUS during the Term.

14. Proprietary Rights

- (a) All right, title and interest in and to **FastTrack™**, the Equipment and the Software, including all



intellectual property rights therein, are and will remain with COMPLUS. CLIENT has no right, license or authorization with respect to **FastTrack™**, the Equipment or the Software, except as expressly set forth in Section 1(a) or Section 2 of this Agreement. All other rights in and to **FastTrack™**, the Equipment or the Software are expressly reserved by COMPLUS.

- (b) As between CLIENT and COMPLUS, CLIENT is and will remain the sole and exclusive owner of all right, title and interest in and to all Client Data, including all intellectual property rights relating thereto, subject to the rights and permissions granted in Section 14(c).
- (c) CLIENT hereby irrevocably grants all such rights and permissions in or relating to Client Data: (i) to COMPLUS and COMPLUS' employees, agents or independent contractors as are necessary or useful to provide FastTrack™, the Equipment or the Software and (ii) to COMPLUS as are necessary or useful to enforce this Agreement or to exercise its rights and perform its obligations under this Agreement.

15. Confidentiality of Information.

- (a) Each of COMPLUS and CLIENT agrees to comply with state and federal regulations regarding the confidentiality of information. Each of COMPLUS and CLIENT further agrees that, except as otherwise expressly provided herein, the information provided by CLIENT and/or the DMV, including the names and addresses and associated information of persons and entities that have received tickets ("Client Data"), shall remain confidential and shall not be sold or shared with any other non-party, company or entity for any purpose, including, but not limited to, marketing, sales, solicitations, collection agencies and/or credit bureaus. This Section 15 shall survive the termination of this Agreement.
- (b) As used herein, "Confidential Information" means all confidential information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of CLIENT shall include Client Data; Confidential Information of COMPLUS shall include **FastTrack™** and its related documentation and the Software; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by the Disclosing Party to the Receiving Party. Confidential Information (other than Client Data) shall not include information that (i) is or becomes generally known by the public without breach of any obligation owed to the Disclosing Party, (ii) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement, (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality or (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- (c) The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality

agreements with the Receiving Party containing protections no less stringent than those herein.

- (d) If the Receiving Party is required to disclose any Confidential Information by any law, regulation, subpoena, order, decree or decision or other process of law, the Receiving Party will provide the Disclosing Party with prior written notice and a reasonable opportunity to seek a protective order and the Receiving Party shall furnish only that portion of the Confidential Information that the Receiving Party is advised by counsel is required to be disclosed by all applicable laws and regulations.

16. Relationship of the Parties. COMPLUS is an independent contractor, and neither COMPLUS nor its staff shall be deemed to be employed by CLIENT.

17. Governing Law; Submission to Jurisdiction. This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Delaware without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in any Idaho state court located in Bonner County, Idaho. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court, and agree that service of process on them in any such action, suit or proceeding may be effected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses.

18. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, email or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally, by mail or by email shall be deemed communicated as of the date of actual receipt and notices sent by courier shall be deemed communicated as of the date one (1) business day after pick-up.

19. Tax Exemption. CLIENT is a tax exempt entity under the rules of the Internal Revenue Service and will provide COMPLUS with a copy of its tax exempt status upon request.

20. Disclaimer of Warranties. ACCESS TO **FastTrack™**, THE EQUIPMENT AND ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) IS PROVIDED "AS IS" AND, TO THE EXTENT PERMITTED BY LAW, COMPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND COMPLUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE



OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPLUS MAKES NO WARRANTY OF ANY KIND THAT **FastTrack™**, THE EQUIPMENT OR ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. TO COMPLUS' KNOWLEDGE, AS OF THE DATE HEREOF, IN CONNECTION WITH THE PROVIDING SERVICES, COMPLUS IS NOT INFRINGING UPON ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

21. Limitations of Liability. Any claim that can be brought by CLIENT under or relating to this Agreement must be brought within one (1) year of the action or omission underlying such claim. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES OR LOST PROFITS OR LOST SAVINGS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY MATTER ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT OF THE FEES PAID BY CLIENT TO COMPLUS UNDER THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE REMEDIES PROVIDED HEREIN ARE THE PARTIES' SOLE AND EXCLUSIVE REMEDIES.

22. Entire Agreement. This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes all prior agreements, whether oral or written, between the parties hereto. This Agreement may be modified only by a written instrument signed by all the parties hereto.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

The signing of the enclosed copy and returning to COMPLUS will indicate CLIENT's acceptance of this Agreement, and the terms and conditions contained herein.

COMPLUS DATA INNOVATIONS, INC.

SANDPOINT, ID

Signature

Name

Title



COMPLUS_Sandpoint_ID_2017

Date



SCHEDULE I TO THE FASTTRACK™ SERVICES AGREEMENT

SERVICES:

COMPLUS shall use commercially reasonable efforts to provide CLIENT the following services:

- Hosting, managing, operating, maintaining and making **FastTrack™** available to CLIENT for remote electronic access and use by CLIENT.
- Hosted portal to support online and phone payment options.
- Ongoing training and support for the life of the contract
- National Registered Owner Name Retrieval and Noticing

EQUIPMENT:

The following Equipment and Software will be provided to CLIENT for the sole purpose of parking ticket issuance and processing.

Name	QTY
Laptop Enforcement Software Licenses	2
FastTrack Ticket Management Software Licenses	2
Crystal Reports License	1
2Technologies N5 Scan Handheld Ticket Writer with peripherals	2

AUTHORIZED MACHINES: The Client Portal (FastTrack) may only be installed on two (2) authorized machines. The Lap Enforcement software may only be installed on two (2) machines.



SCHEDULE I TO THE FASTTRACK™ SERVICES AGREEMENT

FEE SCHEDULE

Description	Fee
Percentage of Revenue Collected	27%
Data Plans (if provided by Complus)	reimbursable
Postage	reimbursable
Handheld Ticket Stock	reimbursable

Warning Tickets: In the event that CLIENT elects to issue warning tickets, COMPLUS will bill CLIENT \$1.45 for each issued warning ticket issued.

DMV Fees: DMV Fees are paid for by COMPLUS. However, COMPLUS reserves the right to pass along to CLIENT, and CLIENT agrees to pay COMPLUS, any increases charged by the various DMV agencies to provide registered owner's names and addresses after the first (1st) year of this Agreement.

COMPLUS and its affiliates have developed and programmed **FastTrack™** and are solely responsible for its functionality, and to make any and all necessary changes to ensure it conforms to all federal, local and State of NY laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment, including VISA, MASTERCARD and Discover.

Processing Fee Schedule for Online Payments:

- \$3.50 per parking ticket/code violation paid through COMPLUS' web interface.
- The greater of 3.5% or \$5.00 per permit payment paid through COMPLUS' web interface.

The term "Processing Fee" as referenced in this Agreement a fee paid by the end user of the online payment service for parking ticket payment and permit payment transactions.

COMPLUS may change this processing fee schedule upon no less than thirty (30) days written notice to CLIENT, and CLIENT may terminate the credit card payment provisions of this Agreement if CLIENT notifies



COMPLUS in writing prior to the effective date of such fee schedule change of its election to so terminate such provisions (which termination will be effective on such effective date).

COMPLUS will be the credit card merchant for these transactions and CLIENT will only be responsible for allowing chargebacks to be withdrawn from the account in the event a cardholder requests to have the transaction reversed according to credit card rules, regulations and timetables and to allow for the chargeback fee to also be withdrawn from the account under the same rules, regulations and timetables. For chargeback transactions, any tickets that were paid for said transactions will be reinstated in ***FastTrack™*** and become subject to further collection efforts.

Equipment Fees:

Any, handhelds that become lost or stolen will be the sole responsibility of the CLIENT and will be billed to the CLIENT at the cost of \$4,500.00 per unit.

